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CLERK U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES

BY _____

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HERRERA and Proposed Class

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF LOS ANGELES

SONIA HERRERA, individually and
on behalf of all others similarly
situated,

Plaintiffs,

vs.

THE DIAL CORPORATION, an
Arizona corporation,

Defendant.

Cas. No. **CV 11-4146** -RSWL/VBK

CLASS ACTION COMPLAINT FOR
DAMAGES:

1. Violations of Consumers Legal Remedies Act
2. Violations of Unfair Business Practice Act
3. Breach of Contract
4. Unjust Enrichment
5. Common Law Fraud
6. Breach of Warranty

DEMAND FOR JURY TRIAL

INTRODUCTION

Plaintiff, by and through her undersigned counsel, individually and on behalf of all California residents who purchased Dial Complete Antibacterial Hand Wash ("Dial Complete" or the "Product") during the Class Period defined below (collectively "Plaintiff"), for her Class Action Complaint against Defendant, The Dial Corporation ("Dial") on information and belief, the investigation of her counsel, and personal knowledge, states as follows:

JURISDICTION AND VENUE

1
2 1. This Court has diversity jurisdiction over this class action
3 pursuant to 28 U.S.C. § 1332(d)(2) because the matter in controversy, exclusive
4 of interest and costs, exceeds \$5,000,000 and is a class action in which some
5 members of the class are citizens of states different from the state where the Dial
6 Corporation is a citizen.

7 2. Venue is proper in this Court pursuant to 28 U.S.C. § 1391
8 because many of the acts and transactions giving rise to this action occurred in
9 this District and Defendant:

- 10 a) is authorized to conduct business in this District and has
11 intentionally availed itself to the laws and markets within this
12 District through the promotion, marketing, distribution and sale of
13 Dial Complete in this District;
14 b) currently does substantial business in this District; and
15 c) is subject to personal jurisdiction in this District.

PARTIES

16
17 3. At all times relevant to this matter, Plaintiff was and is a resident
18 of Los Angeles County, California, and a citizen of California. Plaintiff
19 purchased Dial Complete from retail stores located in Los Angeles County on
20 numerous occasions throughout the class period. Plaintiff purchased and used
21 Dial Complete because she saw and relied on the purported health benefits
22 described by Defendant's website, advertising, and in-store media where she
23 purchased Dial Complete, including product labeling.

24 4. Plaintiff, on behalf of herself and all California residents who
25 purchased Dial Complete (the "Class") during the Class Period, as further defined
26 below, brings this class action against Defendant, The Dial Corporation.

27 5. The Dial Corporation, the Defendant in this action, is incorporated
28

1 in the State of Delaware and is headquartered in Scottsdale, Arizona. Dial is a
2 subsidiary of Henkel AG & Co., a Duesseldorf Germany-based, Fortune Global
3 500 Company.

4 COMMON FACTUAL ALLEGATIONS

5 6. Plaintiff's allegations are based in part on the investigation
6 of counsel, including but not limited to reviews of advertising and marketing
7 material, public filings, articles, journal actions, and other publicly available
8 information, and thus on information and belief, except as to the individual actions
9 of Plaintiff, as to which Plaintiff has personal knowledge.

10 Defendant's Deceptive Message

11 7. Defendant advertises, promotes and sells a broad range of
12 branded products throughout California and the United States, including body
13 washes, bar soap, liquid hand soap and hand sanitizers, including its Dial
14 Complete line of products, that are the subject of this lawsuit.

15 8. The Product contains **Triclosan** as its active ingredient, which was
16 originally developed as a surgical scrub for medical professionals. In recent
17 years, it has been added to many consumer products such as soap and body
18 washes, toothpaste, clothing, kitchenware, furniture and toys.

19 9. Triclosan is a chlorophenol, a class of chemicals that is suspected
20 of causing cancer in humans. The Environmental Protection Agency ("EPA")
21 has registered it as a pesticide and has rated it high for human health risk and
22 environmental risk.

23 10. Defendant's misleading marketing campaign begins with a
24 deceptive name – Dial Complete—as it implies that it will completely protect you
25 from germs. Defendant's exhaustive advertising campaign builds on this
26 deception. In truth, Defendant has no independent, competent and reliable
27 support for these claims.
28

1 11. Since 2001, Dial has deceptively and unfairly promoted the
2 usage of Dial Complete to consumers as having special health benefits, including,
3 but not limited to, being over 1,000 times more effective at killing disease-causing
4 germs than other antibacterial liquid hand soaps, killing 99.99% of bacteria, kill
5 99.9% of illness-causing bacteria, reducing disease transmission by 50%
6 compared to washing with a plain soap, and killing more germs than any other
7 liquid hand soap.

8 12. Dial deceptively and unfairly claims and implies that Dial
9 Complete's active ingredient, Triclosan, enables Dial Complete to outperform
10 other soap products, thus allowing Dial Complete to perform at the levels
11 indicated by Dial, to wit: killing 99.99% of bacteria, kill 99.9% of illness-
12 causing bacteria, being over 1,000 times more effective at killing disease- causing
13 germs than other antibacterial liquid hand soaps, and reducing transmission
14 of diseases by 50% compared to washing with a plain soap. (See
15 http://www.dialcomplete.com/complete_facts.html.)

16 13. Dial deceptively and unfairly claims and implies that Dial
17 Complete prevents and protects consumers from diseases and illnesses, including
18 but not limited to infectious disease, diarrhea and nausea.

19 14. In addition, as shown above, Dial deceptively and unfairly claims
20 and implies that Dial Complete prevents and/or protects consumers from
21 contracting: streptococcal infections that can lead to illness through skin
22 contact and cause fever, throat or skin infections; among other symptoms;
23 Salmonella, which can infect people and cause fever, diarrhea and abdominal
24 cramps; E. coli leading to infection causing severe bloody diarrhea and
25 abdominal cramps; Staphylococcus aureus leading to food poisoning and can
26 cause nausea, vomiting, stomach cramps and diarrhea in as little as 30 minutes.

27 //

28 //

1 15. Dial deceptively and unfairly claims and implies that the statements
2 about Dial Complete's health benefits and the superiority in quality of Dial
3 Complete are backed by a competent, credible, and reliable study. The
4 advertisements for Dial Complete fail to disclose the specific limitations of the
5 Dial study including: (a) that only 2 strains of bacteria were tested and (b) there
6 was no determination as to the development of immunity by the bacteria after
7 repeated use. Moreover, Dial's study was performed by Dial itself or a related
8 entity, is not objective

9 16. In a promotional video targeting janitorial product suppliers,
10 Defendant contends that Dial Complete has the "highest level of germ killing
11 action", is the "#1 antibacterial foaming hand soap", and its "patented activated
12 Triclosan formula" allows it to be "25x more effective than other antibacterial
13 soaps."¹

14 17. Dial's marketing and advertising campaign sends an unmistakably
15 clear, but an unconscionably deceptive and unfair message: Dial Complete is more
16 effective at killing germs, protecting the consumer from germs, and thus
17 preventing illness and promoting good health, than washing with less expensive
18 plain soap and water.

19 **Defendant's Message is False, Misleading,**
20 **Deceptive, Unfair and Unconscionable**

21 18. Defendant's advertising message ignores the well-supported fact
22 that washing with soap and water is just as effective as washing with Dial
23 Complete, which contains Triclosan and is more expensive than plain soap.

24 19. Dial's claims about Dial Complete's effectiveness and superiority
25 are false, deceptive, unfair and unconscionable because there is not sufficient,
26

27 ¹ Dial Complete Foam promotional video, available at: [http://www.youtube.co](http://www.youtube.com/watch?v=TjmKuREfGmQ)
28 [m/watch?v=TjmKuREfGmQ](http://www.youtube.com/watch?v=TjmKuREfGmQ)

1 competent and/or reliable scientific evidence and/or substantiation for Dial
2 Complete's effectiveness and superiority claims.

3 20. Specifically, Defendant has no competent, credible and reliable
4 scientific evidence that is sufficient in quality and quantity based on standards
5 generally accepted in the relevant scientific fields, when considered in light of the
6 entire body of relevant and a reliable scientific evidence to substantiate the claims
7 that Dial Complete is over 1,000 times more effective at killing disease-causing
8 germs than other antibacterial liquid hand soaps, killing 99.99% of bacteria, kill
9 99.9% of illness-causing bacteria, reducing disease transmission by 50%
10 compared to washing with a plain soap, and killing more germs than any other
11 liquid hand soap.

12 21. Defendant's purported scientific evidence is neither competent
13 nor reliable scientific evidence. Defendant does not possess any tests, analyses,
14 research, or studies that have been conducted and evaluated in an objective
15 manner.

16 22. In fact, the competent and reliable scientific evidence indicates that
17 Defendant's claims are false, deceptive, unfair and unconscionable.

18 23. A study published on July 13, 2000, reported that Triclosan acts
19 by inhibiting one of the highly conserved enzymes (enoyl-ACP reductase, or
20 FabI) of bacterial fatty-acid biosynthesis. Several key pathogenic bacteria do
21 not have FabI. This study described a Triclosan resistance flavoprotein, FabK
22 such as *Streptococcus pneumonia*, which can cause pneumonia or the infection
23 that causes meningitis. Richard J. Heath & Charles O. Rock, *Nature Journal*,
24 No. 406, pp. 145-146, 7/13/00.

25 24. Dial's advertising and messaging fails to mention and/or warn
26 Plaintiff that repeated use of Dial Complete may cause her to develop bacteria
27 immune to Triclosan.

28 25. The Journal of the Annual Meeting of the American Medical

1 Association ("AMA") in 2000 concluded the following:

2 Conclusions: The use of common antimicrobials [i.e Triclosan]
3 for which acquired resistance has been demonstrated in bacteria
4 as ingredients in consumer products should be discontinued, unless
5 data emerge to conclusively show that such resistance has no impact
6 on public health and that such products are effective at preventing
7 infection. Scientific research on the issue of antimicrobial
8 resistance must continue to elucidate gaps in knowledge,
9 particularly with respect to the use of common antimicrobials as
10 ingredients in consumer products and its impact on the major public
11 health problem of antibiotic resistance.

12 26. In 2010 the AMA voted to retain this recommendation as
13 still relevant.

14 27. On March 20, 2001, Defendant received Patent No. US 6,204,230:
15 *An antibacterial composition that has a 99% reduction in Gram positive and*
16 *Gram negative bacteria.* According to the patent application, the composition
17 including Triclosan was tested against only four bacteria, **nowhere near 99% of**
18 **the bacteria that is known to exist.**

19 28. In March 2004, a study published in the *American Journal of*
20 *Infection Control* concluded that, after testing the efficacy of 14 different hand
21 hygiene agents including a hand wash with 1% Triclosan, washing with plain soap
22 and water was *more effective* than Triclosan after one wash. Sickert-Bennett,
23 Weber, Gergen-Teague, Sobsey, Samsa, Rutala. *American Journal of Infection*
24 *Control*; pp. 67-77.

25 29. An August 2004 study published in *Antimicrobial Agents and*
26 *Chemotherapy* collected hand cultures in houses using liquid hand soap containing
27 0.2% Triclosan (Dial Complete contains 0.2% Triclosan) to observe the presence
28 of bacteria. The study found that little evidence supported the notion that 0.2%
Triclosan soap affords any benefit in the reduction of infectious symptoms,
bacterial counts, or types of bacteria on the hands of individuals within the

1 household setting in the developed world.

2 30. In reviewing 27 studies conducted over the past 30 years,
3 scientists from the University of Michigan, Columbia University, and Tufts
4 University determined that soaps containing added ingredients such as Triclosan
5 in liquid soap and Triclocarban in bar soap do not show a benefit above and
6 beyond plain soap in the consumer environment. The scientists concluded that
7 “[t]he lack of an additional health benefit associated with the use of Triclosan-
8 containing consumer soaps over regular soap, coupled with laboratory data
9 demonstrating potential risk of selecting for drug resistance, warrants further
10 evaluation by the government.” Allison Aiello, *Consumer Antibacterial Soaps:*
11 *Effective or Just Risky?* Clinical Infectious Diseases 2007; 45; S137-47.

12 31. In 2005, the FDA concluded that antimicrobial soaps and
13 sanitizers do not reduce the risk of illness and infection in the home. The
14 Canadian Pediatric Society and the American Medical Association have concluded
15 similarly.

16 32. In an April 8, 2010, “Consumer Update”, the FDA stated that it
17 does not have evidence that Triclosan-containing antibacterial soaps and body
18 washes provide any extra health benefit over soap and water alone.

19 33. Despite all evidence to the contrary, Dial continues to
20 aggressively advertise Dial Complete as having substantial health benefits and
21 being more effective in its use than ordinary soap and water. This aggressive
22 advertisement containing these deceptive, unfair, misleading, and unconscionable
23 statements effectively induced millions of consumers in the U.S. to purchase Dial
24 Complete in hopes of realizing these false gains. These consumers exchange
25 their money for a product that they were misled by Dial into purchasing for more
26 money than plain soap. This was Dial’s intention, and the deceptive, misleading,
27 unfair, and unconscionable advertisements and messages were the means by which
28 Dial sought to achieve its end: persuading consumers to purchase Dial Complete

1 at a price premium compared to ordinary soap.

2 *Plaintiff's Reliance*

3 34. At all times relevant, Plaintiff heard, saw and relied upon
4 various Dial product claims, promotions, commercials and advertisements for
5 Dial Complete in making the decision to purchase said products.

6 35. In reliance on the false, unfair, deceptive, and/or unconscionable
7 and unfair promotional, label and advertising claims Plaintiff purchased Dial
8 Complete. However, unbeknownst to Plaintiff, at the time of purchase, there was,
9 and still is, no reasonable basis in fact or substantiation for Dial's claims that
10 Dial Complete "kills 99.99% of germs, is the "#1 Doctor Recommended" liquid
11 hand wash, "kills more germs than any other liquid hand soap, is "over 1,000
12 times more effective at killing disease-causing germs than other antibacterial
13 liquid hand soaps", and is "over 10x more effective at killing disease-causing
14 germs than ordinary liquid soaps."

15 36. Defendant's false statements of product quality and effectiveness
16 would cause a reasonable person to believe such statements, and did, in fact, cause
17 the Plaintiff to believe and rely upon such statements in making the decision to
18 purchase Dial Complete.

19 37. Plaintiff specifically relied on Dial's false, unfair, deceptive,
20 and/or unconscionable claim that Dial Complete "kills 99.99% of germs, is the "#1
21 Doctor Recommended" liquid hand wash, "kills more germs than any other liquid
22 hand soap, is "over 1,000 times more effective at killing disease-causing germs
23 than other antibacterial liquid hand soaps", and is "over 10x more effective at
24 killing disease-causing germs than ordinary liquid soaps."

25 38. But for the false, misleading, deceptive, unfair and unconscionable
26 statement, Plaintiff would not have purchased Dial Complete at a price premium,
27 but instead, purchased the less expensive ordinary soap.
28

39. Because Plaintiff relied upon the false, misleading, deceptive, unfair and unconscionable claims made by the Defendant, Plaintiff has been damaged in that she purchased Dial Complete and has lost the money she spent purchasing such products, including paying a price premium, while being misled about the Product benefits and she either would not have purchased such products or would not have purchased them for the price that she paid but for her belief in their health benefits as advertised and claimed by Dial.

CLASS ACTION ALLEGATIONS

40. Plaintiff seeks to represent the Class defined below or class or classes further refined by the Court.

41. Plaintiff brings the claims asserted herein on behalf of a Class defined as:

All California residents who purchased Dial Complete products primarily for personal, family, or household use, within the statutory limitations periods applicable to the herein- alleged causes of action (including, without limitation, the period following the filing of this action). Excluded from the Class are any judicial officers presiding over this action, and Defendants, including their officers, directors and employees. (the "Class").

42. Defendant's representations and omissions were material, were relied upon by Plaintiff and intended to be relied upon by the putative class, and resulted in damage to each and every member of the Class as alleged.

43. The exact number of Members in the Class identified above is not known, but it is reasonable to presume that the class is so numerous that joinder of individual Members is impracticable. Dial has sold millions of soap products, including Dial Complete soaps, using the misrepresentations complained of herein and all of these consumers are presumed to have relied upon Dial's uniform written misrepresentations concerning the efficacy of Triclosan containing

1 antibacterial soaps and body washes.

2 44. There are questions of law and fact that are common to the
3 proposed Class, including, but not limited to, the following:

- 4 a) are the claims that Dial made and is making regarding
5 Dial Complete false, unfair, deceptive and/or unconscionable;
6 b) is Dial making claims that Dial Complete has certain
7 performance characteristics, uses or benefits that it does not have;
8 c) is Dial making claims that Dial Complete is of a
9 particular standard, quality and/or grade, when it is not;
10 d) is Dial supplying Dial Complete not in accordance with its
11 representations;
12 e) has Dial engaged in false, unfair, deceptive and/or
13 unconscionable acts or practices in connection with a
14 consumer transaction;
15 f) did Dial know at the time the consumer transaction took
16 place that the consumer would not receive the benefit from
17 the consumer product that Dial was claiming the consumer
18 would receive;
19 g) did Dial know or should it have known that the
20 representations and advertisements regarding Dial Complete
21 was unsubstantiated, false and misleading;
22 h) did Dial engage in false, unfair, deceptive and/or
23 unconscionable advertising;
24 i) did Dial use false, unfair deceptive and/or
25 unconscionable representations in connection with the sale of
26 goods;
27 j) did Dial's representations concerning the purported
28 supporting study cause a likelihood of confusion or

1 misunderstanding as to the source, sponsorship, approval or
2 certification of goods;

3 k) did Dial represent that goods have a certain sponsorship,
4 approval, characteristic, ingredient, use or benefit that they
5 do not have;

6 l) did Dial represent that goods are of a particular standard,
7 quality or grade when they are of another;

8 m) did Dial represent that the goods were available to the
9 consumer for a reason that did not exist;

10 n) did Dial advertise goods with the intent not to sell
11 them as advertised;

12 o) did Dial disparage the goods of another by false
13 representations of fact;

14 p) did the Plaintiff and the Class Members that
15 purchased Dial Complete suffer monetary damages and, if
16 so, what is the measure of said damages;

17 q) are the Plaintiff and Class Members entitled to an award of
18 punitive damages; and

19 r) are the Plaintiff and Class Members entitled to
20 declaratory and injunctive relief?

21 45. Plaintiff's claims are typical of the claims of the proposed
22 Class. Indeed, Plaintiff's claims are identical or nearly identical to Class
23 Member's claims.

24 46. Plaintiff will fairly and adequately represent and protect the
25 interest of the proposed Class because, *inter alia*, Plaintiff's interests are not
26 antagonistic to those of the Class, and Plaintiff has retained counsel competent
27 and experienced in the prosecution of this type of litigation.

28 47. The questions of law and fact common to the Class Members,

1 some of which are set forth above, predominate over any questions affecting only
2 individual Class Members. Clearly, the predominate issues are whether Dial has
3 sufficient substantiation for its claims concerning the efficacy of Dial Complete to
4 remove 99.99% of germs through washing and whether Dial's marketing materials
5 misrepresented the efficacy of Dial Complete at removing germs during washing.
6 Those issues are focused on the Defendants and predominate over any questions
7 that may arise concerning individual Class Members.

8 48. Adjudicating this matter as a class action is superior to other
9 available methods for adjudication because, *inter alia*, the expense and burden of
10 requiring consumers to individually litigate these claims would make it
11 impracticable or impossible for them to bring their claims.

12 49. This matter is manageable as a class action. At most, the effective
13 management of this case as a class action may require one or more simple sub-
14 classes. However, the use of sub-classes to manage class action litigation is a
15 common practice, and this Court is very adept at the use of sub-classes to manage
16 class action litigation.

17 50. Unless a class is certified, Defendant will retain monies received as
18 a result of its conduct that were taken from Plaintiff and proposed Class
19 Members. Unless a class wide injunction is ordered, Defendant will continue
20 to commit the violations alleged, and the Members of the Class and the general
21 public will continue to be misled.

22 51. Dial's unlawful conduct, including the unlawful acts described
23 herein, and its continuing unlawful acts, are generally applicable to the Class as a
24 whole making final injunctive relief appropriate.

25 //

FIRST CAUSE OF ACTION
For Violations of Consumers Legal Remedies Act
California Civil Code §1750, *et seq.*

52. Plaintiff restates each and every paragraph of this Complaint as if fully set forth herein.

53. This cause of action is brought pursuant to California Consumers Legal Remedies Act §1750, *et. seq* (the "CLRA").

54. Plaintiff is a consumer as defined by the CLRA.

55. Defendant is a supplier or seller as defined by the CLRA.

56. Defendant's conduct described herein involves consumer transactions as defined in CLRA.

57. Plaintiff is further given the rights to bring the suit himself under Civ. Code. §1780 and on behalf of the class under §1781

58. Defendant has engaged in deceptive practices, unlawful methods of competition, and/or unfair acts as defined by Civ. Code §1750, *et seq.* to the detriment of Plaintiff, members of the general public and the class. Plaintiff, the general public and members of the Class have suffered harm as a proximate result of the wrongful conduct of Defendant as alleged herein.

59. Defendant intentionally, knowingly and unlawfully perpetrated harm upon Plaintiff by the above-described facts. To wit, Dial has made unlawful, unsubstantiated, and patently deceptive claims that Dial Complete is proven to kill 99.99% of bacteria and being over 1,000 times more effective at killing disease-causing germs than other antibacterial liquid hand soaps.

60. Dial makes the deceptive illness and disease prevention claims without competent and reliable scientific evidence that is sufficient in quality and quantity based on standards generally accepted in the relevant scientific fields. This is especially the case when the relevant science is considered in light of the entire body of relevant and reliable scientific evidence. Dial's has no reliable

1 scientific evidence, including tests, analyses, research, or studies that have been
2 conducted and evaluated in an objective manner. Instead, Defendant relies on its
3 own self-funded and self administered study in , which is not credible when
4 compared to the entire body of overwhelming, relevant and reliable studies to the
5 contrary.

6 61. In addition, Dial promotes that the active ingredient in Dial Complete,
7 Triclosan, is what sets Dial Complete apart from its competition and causes Dial
8 Complete to be effective at killing germs. However, in actuality, the scientific
9 studies discussed herein show that Triclosan does not enhance the effect of hand
10 and body sanitation and, may in fact cause individuals who use Triclosan-based
11 products to develop bacteria that is immune to Triclosan.

12 62. Accordingly, DIAL violated the CLRA by engaging in the following
13 practices proscribed by the California Consumers Legal Remedies Act,
14 §1770(a)(2)(3) (5)(7)(8) and (9) and in consumer transactions with the Plaintiff and
15 the Class, which were intended to result in, and did result in, the sale of Dial
16 Complete to the Plaintiff and Putative Class:

17 (a) The following unfair methods of competition and unfair or deceptive
18 acts or practices undertaken by any person in a transaction intended to result or
19 which results in the sale or lease of goods or services to any consumer are
20 unlawful:

21 (2) Misrepresenting the source, sponsorship, approval, or certification of
22 goods or services.

23 (3) Misrepresenting the affiliation, connection, or association with, or
24 certification by, another.

25 (5) Representing that goods or services have sponsorship, approval,
26 characteristics, ingredients, uses, benefits, or quantities which they do not have or
27 that a person has a sponsorship, approval, status, affiliation, or connection which
28 he or she does not have.

1 (7) Representing that goods or services are of a particular standard, quality,
2 or grade, or that goods are of a particular style or model, if they are of another.

3 (8) Disparaging the goods, services, or business of another by false or
4 misleading representation of fact.

5 (9) Advertising goods or services with intent not to sell them as advertised.

6 63. The Defendant's policies and practices are unlawful, unethical,
7 oppressive, fraudulent and malicious. The gravity of the harm to all consumers
8 and to the general public from Defendant's policies and practices far outweighs
9 any purported utility those policies and practices have.

10 64. Pursuant to CLRA §1780(a), Plaintiff seeks and order enjoining
11 Defendant from engaging in the methods, acts or practices alleged herein.

12 65. Pursuant to CLRA §1782, if Defendant does not rectify its conduct
13 within 30 days, Plaintiff intends to amend this Complaint to add claims for:

- 14 a) actual damages;
15 b) restitution of money to Plaintiff, the general public and Class
16 members;
17 c) punitive damages;
18 d) attorneys' fees and costs; and
19 e) other relief that this Court deems proper.

20
21 **SECOND CAUSE OF ACTION**

22 **For Violations of Unfair Business Practice Act**
23 **California Business and Professions Code §17200 *et seq.***

24 65. Plaintiff restates each and every paragraph of this Complaint as if
25 fully rewritten herein.

26 66. For the reasons discussed herein, Defendants have engaged in unfair
27 competition and prohibited activities. Unfair competition includes any unlawful,
28 unfair or fraudulent business act or practice and unfair, deceptive, untrue or

1 misleading advertising and any act prohibited by California Bus. & Prof. Code
2 §17200 and specifically §17508(a) because defendants made: “false or misleading
3 advertising claim, including claims that (1) purport to be based on factual,
4 objective, or clinical evidence, (2) compare the product's effectiveness . . . to that
5 of other brands or products, or (3) purport to be based on any fact.”

6 67. Plaintiff and the Class seek equitable relief and to enjoin Defendants
7 on the terms that the Court considers reasonable.

8 68. Pursuant to Cal. Bus. & Prof. Code §17200 *et seq.*, Plaintiff and the
9 Class seek an order enjoining the above-described wrongful acts and practices of
10 the Defendants and for restitution and disgorgement.

11 69. Pursuant to Cal. Bus. & Prof. Code §17200 *et seq.*, this Complaint
12 will be served upon the California Attorney General, and Director of Consumer
13 Affairs.

14
15 **THIRD CAUSE OF ACTION**
16 **For Breach of Contract**

17 70. Plaintiff restates each and every paragraph of this Complaint as if
18 fully rewritten herein.

19 71. Plaintiff and each member of the Class formed a contract with
20 Defendant. The terms of that contract include the promises and affirmations of fact
21 made by Defendant in its marketing and sales materials as described above, that
22 became part of the basis of the bargain, and are part of a standardized contract
23 between Plaintiffs and members of the Class on the one hand, and Defendant on
24 the other.

25 72. Plaintiff performed all, or substantially all, of the significant things
26 that the contract required her to do by tendering payment for the Dial Complete.

27 73. Defendant breached the terms of its sales contract with Plaintiff and
28 members of the Class by promising to provide a Dial Complete product that

1 conformed to the promises and affirmations of fact replete throughout Defendant's
2 aggressive sales and marketing materials, but then failed to provide a product
3 measuring up to these promises and affirmations of fact.

4 74. As a result of Defendant's breach of their contract, Plaintiff and the
5 other members of the Class have been damaged.

6
7 **FOURTH CAUSE OF ACTION**
8 **For Unjust Enrichment**

9 75. Plaintiff restates each and every paragraph of this Complaint as if
10 fully rewritten herein.

11 76. Plaintiff argues, in the alternative to a finding of Breach of Contract,
12 that it is unjust to allow Defendant to retain the profits from its deceptive,
13 misleading, and, unlawful conduct alleged herein without providing compensation
14 to Plaintiff and the Class Members.

15 77. Defendant's deceptive, misleading, and unlawful advertisements and
16 other communications wrongly induced Plaintiff into purchasing Defendant's Dial
17 Complete, the proceeds of which went unjustly to Defendant. Defendant retained
18 the benefits of this (these) purchase(s) without compensating Plaintiff, who
19 conferred this (these) benefits on Defendant.

20 78. Defendant's conduct created between Defendant and Plaintiff a quasi-
21 contract, through which Defendant received a benefit from Plaintiff without
22 providing compensation to Plaintiff in exchange.

23 79. Plaintiff sustained a loss because Plaintiff did not receive the benefit
24 for which he paid – an antibacterial hand soap that conformed to the performance
25 promised throughout Defendant's advertisements, commercials, and other media
26 communications. Defendant received a gain because it accepted payment; this gain
27 is unjust because Defendant did not provide in exchange for the payment a product
28 that conformed to Defendant's promises.

1 80. Plaintiff and the Class Members are entitled to restitution of,
2 disgorgement of, and/or the imposition of a constructive trust upon, all profits,
3 benefits, and other compensation obtained by the Defendants from their deceptive,
4 misleading, and unlawful conduct.

5
6 **FIFTH CAUSE OF ACTION**
7 **For Common Law Fraud**

8 81. Plaintiff restates each and every paragraph of this Complaint as if
9 fully rewritten herein.

10 82. Defendants have made misrepresentations and omissions of facts
11 material to Plaintiff's and Class members' decisions to purchase Dial Complete as
12 set forth in detail above by using deceptive, misleading, and unlawful
13 advertisements and other communications, and through its omissions of fact, to
14 wrongly induce Plaintiff into purchasing Defendant's Dial Complete.

15 83. Defendants knew at the time that it made these misrepresentations and
16 omissions that they were false or that Defendants had failed to disclose facts it was
17 obligated to disclose in order to make its other representations not misleading.
18 Defendants were aware that Plaintiff and class members would rely on these
19 misrepresentations and omissions, and that such representations were material in
20 the Plaintiff's and class members' decisions to purchase Dial Complete.

21 84. Plaintiff and the Class reasonably relied upon Defendants'
22 misrepresentations and omissions of material fact. Plaintiff and the Class had no
23 reason to doubt the veracity or validity of the information Defendants have
24 promoted through its marketing and sales strategies.

25 85. Defendants' misrepresentations and omissions of material fact directly
26 and proximately caused Plaintiff's and the Class's damages.

27 86. By virtue of the fraud they perpetrated on Plaintiff and the Class,
28 Defendants are liable to Plaintiff and the Class for all damages Plaintiff and the

1 Class have sustained, plus punitive damages, plus the cost of this suit, including
2 attorney's fees.

3
4 **SIXTH CAUSE OF ACTION**
5 **For Breach of Warranty**

6 87. Plaintiff restates each and every paragraph of this Complaint as if
7 fully rewritten herein.

8 88. Defendant asserts promises and affirmations of fact throughout its
9 advertisement of Dial Complete. The Statements described in detail in the previous
10 paragraphs were each designed to induce in Plaintiff a belief that the Dial
11 Complete was superior in both quality and effectiveness. The specific statements
12 and facts prevalent throughout Defendant's advertisements were more than just
13 mere puffery; they were orchestrated to produce a reliance in Plaintiffs on these
14 misrepresentations when deciding to purchase the Dial Complete. Moreover, these
15 promises and affirmations of fact were not merely Defendant's opinion on its own
16 product; rather, these promises and affirmations allegedly are the product of a
17 scientific study and conclusive evidence.

18 89. Dial breached the applicable warranties, express and implied, and is
19 therefore liable to Plaintiff by failing to provide a product that conformed to its
20 promises and affirmations; specifically, a product that kills 99.99% of bacteria, kill
21 99.9% of illness-causing bacteria, is over 1,000 times more effective at killing
22 disease-causing germs than other antibacterial liquid hand soaps, reduces
23 transmission of diseases by 50% compared to washing with a plain soap, and
24 otherwise prevents and protects consumers from contracting illnesses and diseases.

25 90. As a direct and proximate result of Defendants' warranty breach, the
26 named Plaintiff and the Class Members were caused to suffer and continue to
27 suffer immediate damages and loss in the form of purchasing a product to ensure
28 their health and safety when in fact said product does not have the health and other

benefits advertised and warranted by Dial.

PRAYER FOR RELIEF

WHEREFORE, the representative Plaintiff, on behalf of herself and the Members of the Class defined herein, prays for judgment against the Defendant as follows:

- A. For an order certifying this action and/or common issues raised herein as a "Class Action under the appropriate provision of Federal Rule of Civil Procedure 23; designating Class Representatives; and appointing the undersigned to serve as Class counsel.
- B. For notice of class certification and of any relief to be disseminated to all Class Members and for such other further notices as this Court deems appropriated under Fed. R. Civ. P. 23(d)(2);
- C. For an order requiring complete and immediate disclosure of all studies, reports, analyses, data, compilations, and other similar information within the possession, custody, or control of Defendant concerning, relating to, or involving the purported effectiveness of Dial Complete;
- D. For an order barring Defendant from destroying or removing any computer or similar records that record evidence related to the purported health benefits of Dial Complete;
- E. For an order barring Defendant from attempting, on its own or through its agents, to induce any putative Class Members to sign any documents which in any way releases any of the claims of any Putative Class Members;
- F. For an award of compensatory damages in the amount to be

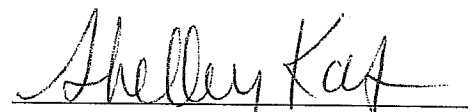
determined for all injuries and damages described herein;

- G. For an award of punitive damages to the extent allowable by law, in an amount to be proven at trial;
- H. Awarding restitution and disgorgement of Dial's revenues to the Plaintiff and the proposed Class Members;
- I. Awarding declaratory and injunctive relief as permitted by law or equity, including: enjoining Defendant from continuing the unlawful practices as set forth herein, and directing Defendant to identify, with Court supervision, victims of its conduct and pay them restitution and disgorgement of all monies acquired by Defendant by means of any act or practice declared by the Court to be wrongful;
- J. Compelling Dial to engage in a corrective advertising campaign; K. Awarding attorney fees and costs; and
- K. Providing such other relief as may be just and proper.

DATED: May 12, 2011

GERAGOS & GERAGOS, APC

By:



SHELLEY KAUFMAN
Attorneys for Plaintiff and the
Proposed Class

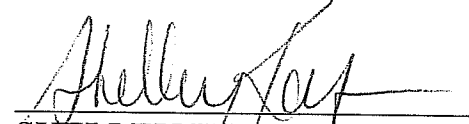
DEMAND FOR JURY TRIAL

Plaintiff, and all others similarly situated, hereby demand a trial by jury herein.

DATED: May 12, 2011

GERAGOS & GERAGOS, APC

By:



SHELLEY KAUFMAN

*Attorneys for Plaintiff and the
Proposed Class*

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge Ronald S. W. Lew and the assigned discovery Magistrate Judge is Victor B. Kenton.

The case number on all documents filed with the Court should read as follows:

CV11- 4146 RSWL (VBKx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

=====

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

☒ **Western Division**
312 N. Spring St., Rm. G-8
Los Angeles, CA 90012

☐ **Southern Division**
411 West Fourth St., Rm. 1-053
Santa Ana, CA 92701-4516

☐ **Eastern Division**
3470 Twelfth St., Rm. 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

Name & Address:

Mark J. Geragos (SBN108325), Shelley Kaufman
SBN 100696), Tamar G. Arminak (SBN 238677)
Geragos & Geragos, APC
644 S. Figueroa St, Los Angeles, CA 90017-3411
geragos@geragos.com

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

SONIA HERRERA, individually and on behalf of all
others similarly situated,

PLAINTIFF(S)

v.

CASE NUMBER

CV11-4146-RSWL (VBKx)

THE DIAL CORPORATION, an Arizona corporation,
DEFENDANT(S).

SUMMONS

TO: DEFENDANT(S): THE DIAL CORPORATION, an Arizona corporation,

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached ☒ complaint ☐ _____ amended complaint ☐ counterclaim ☐ cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Mark J. Geragos & Shelley Kaufman, whose address is Geragos & Geragos, APC, 644 S. Figueroa St, Los Angeles, CA 90017-3411. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Clerk, U.S. District Court

Dated: May 13, 2011

By: _____

8. Bustaman

Deputy Clerk

(Seal of the Court)

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

Name & Address:

Mark J. Geragos (SBN108325), Shelley Kaufman
 SBN 100696), Tamar G. Arminak (SBN 238677)
 Geragos & Geragos, APC
 644 S. Figueroa St, Los Angeles, CA 90017-3411
 geragos@geragos.com

UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA

SONIA HERRERA, individually and on behalf of all
 others similarly situated,

PLAINTIFF(S)

v.

CASE NUMBER

CV11-4.146 RSWLLVBK4

THE DIAL CORPORATION, an Arizona corporation,
 DEFENDANT(S).

SUMMONS

TO: DEFENDANT(S): THE DIAL CORPORATION, an Arizona corporation,

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached ☒ complaint ☐ amended complaint ☐ counterclaim ☐ cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Mark J. Geragos & Shelley Kaufman, whose address is Geragos & Geragos, APC, 644 S. Figueroa St, Los Angeles, CA 90017-3411. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Clerk, U.S. District Court

Dated: MAY 13 2011By: SUSANA P. BUSTAMANTE

Deputy Clerk

(Seal of the Court)



[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

| | | | |
|---|--|--|--|
| I (a) PLAINTIFFS (Check box if you are representing yourself) <input type="checkbox"/> SONIA HERRERA, individually and on behalf of all others similarly situated, | | DEFENDANTS THE DIAL CORPORATION, an Arizona corporation, | |
| (b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) Mark J. Geragos (SBN108325), Shelley Kaufman (SBN 100696) Tamar G. Arminak (SBN 238677) Geragos & Geragos, APC 644 S. Figueroa St, Los Angeles, CA 90017-3411, geragos@geragos.com | | Attorneys (If Known) Not known | |

| | | | | | | | | | | | | | | | | | | | |
|--|---|--|---|--|---|---------|---|--------------------------|---|--|---|--|--|---|---|--|----------------|---|--|
| II. BASIS OF JURISDICTION (Place an X in one box only.) <input type="checkbox"/> 1 U.S. Government Plaintiff <input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input type="checkbox"/> 2 U.S. Government Defendant <input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III) | III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant.) <table style="width:100%; border: none;"> <tr> <td style="width:30%; border: none;">Citizen of This State</td> <td style="width:10%; border: none; text-align: center;">PTF DEF</td> <td style="width:10%; border: none; text-align: center;"><input checked="" type="checkbox"/> 1 <input type="checkbox"/> 1</td> <td style="width:30%; border: none;">Incorporated or Principal Place of Business in this State</td> <td style="width:10%; border: none; text-align: center;">PTF DEF</td> <td style="width:10%; border: none; text-align: center;"><input type="checkbox"/> 4 <input type="checkbox"/> 4</td> </tr> <tr> <td style="border: none;">Citizen of Another State</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 2 <input type="checkbox"/> 2</td> <td style="border: none;"></td> <td style="border: none;">Incorporated and Principal Place of Business in Another State</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 5 <input checked="" type="checkbox"/> 5</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">Citizen or Subject of a Foreign Country</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 3 <input type="checkbox"/> 3</td> <td style="border: none;"></td> <td style="border: none;">Foreign Nation</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 6 <input type="checkbox"/> 6</td> <td style="border: none;"></td> </tr> </table> | Citizen of This State | PTF DEF | <input checked="" type="checkbox"/> 1 <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in this State | PTF DEF | <input type="checkbox"/> 4 <input type="checkbox"/> 4 | Citizen of Another State | <input type="checkbox"/> 2 <input type="checkbox"/> 2 | | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 <input checked="" type="checkbox"/> 5 | | Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 <input type="checkbox"/> 3 | | Foreign Nation | <input type="checkbox"/> 6 <input type="checkbox"/> 6 | |
| Citizen of This State | PTF DEF | <input checked="" type="checkbox"/> 1 <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in this State | PTF DEF | <input type="checkbox"/> 4 <input type="checkbox"/> 4 | | | | | | | | | | | | | | |
| Citizen of Another State | <input type="checkbox"/> 2 <input type="checkbox"/> 2 | | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 <input checked="" type="checkbox"/> 5 | | | | | | | | | | | | | | | |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 <input type="checkbox"/> 3 | | Foreign Nation | <input type="checkbox"/> 6 <input type="checkbox"/> 6 | | | | | | | | | | | | | | | |

IV. ORIGIN (Place an X in one box only.)

☒ 1 Original Proceeding
 ☐ 2 Removed from State Court
 ☐ 3 Remanded from Appellate Court
 ☐ 4 Reinstated or Reopened
 ☐ 5 Transferred from another district (specify):
 ☐ 6 Multi-District Litigation
 ☐ 7 Appeal to District Judge from Magistrate Judge

V. REQUESTED IN COMPLAINT: JURY DEMAND: ☒ Yes ☐ No (Check 'Yes' only if demanded in complaint.)

CLASS ACTION under F.R.C.P. 23: ☒ Yes ☐ No **MONEY DEMANDED IN COMPLAINT:** \$ According to Proof

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

VII. NATURE OF SUIT (Place an X in one box only.)

| | | | | | |
|---|--|--|--|---|---|
| OTHER STATUTES <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes | CONTRACT <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property | TORTS PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions | TORTS PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input checked="" type="checkbox"/> 385 Property Damage Product Liability BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights | PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition FORFEITURE/PENALTY <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other | LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609 |
|---|--|--|--|---|---|

CV 11-4146-SVW (VBKx)

FOR OFFICE USE ONLY: Case Number: _____

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

Page 2 of 2